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**UNITED STATES BANKRUPTCY COURT
THE SOUTHERN DISTRICT OF NEW YORK**

	X
In re:	:
	Chapter 11
	:
GENERAL MOTORS CORP., <i>et al.</i> ,	:
	Case No. 09-50026 (REG)
	:
Debtors	:
	Jointly Administered
	:
	X

**LIMITED PROTECTIVE OBJECTON AND RESERVATION OF RIGHTS OF
KYKLOS BEARING INTERNATIONAL TO
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND CURE AMOUNTS RELATED THERETO**

Kyklos Bearing International (“Supplier”), by its attorneys Foley & Lardner LLP, hereby submits this limited protective objection and reservation of rights (the “Objection”) to the Debtors’ assumption and assignment of certain executory contracts and the Debtors’ proposed Cure Amounts related thereto. In support of its Objection, Supplier states as follows:

1. Supplier is in receipt of that certain Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Real Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Assumption and Assignment Notice”), dated June 5, 2009, in which the Debtors designate certain agreements (the “Assumable Executory Contracts”) between Supplier and the Debtors that may be assumed and assigned to Vehicle Acquisition Holdings LLC (the “Purchaser”).

2. Supplier is in receipt of that certain Second Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Real Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the "Second Assumption and Assignment Notice"; and together with the Assumption and Assignment Notice, the "Assumption and Assignment Notices"), dated June 15, 2009, in which the Debtors designate certain additional agreements (the "Additional Assumable Executory Contracts") between Supplier and the Debtors that may be assumed and assigned to the Purchaser.

3. On June 15, 2009, after receiving the Assumption and Assignment Notice, Supplier objected to the Debtors' assumption and assignment of certain executory contracts and the Debtors' proposed Cure Amounts related thereto (the "Initial Objection"). As of that date, Supplier had not executed the essential supplier trade terms letter with GM, and had not consented to assumption of its contracts.

4. On June 25, 2009, after various negotiations with the Debtors, Supplier executed an essential supplier trade terms letter with GM. Further, Supplier consented to the Debtors' proposed Cure Amount for the Assumable Executory Contracts, including the Additional Assumable Executory Contracts. Supplier understands that the Debtors will assume all of Supplier's Assumable Executory Contracts, including the Additional Assumable Executory Contracts, and assign them to the Purchaser, as set forth in the executed essential supplier trade terms letter.

5. Accordingly, Supplier will withdraw the Initial Objection. Supplier makes the present Objection in order to reserve all of its rights to object, including the right to renew the Initial Objection, in the event that the Debtors fail to pay the proposed Cure Amount and/or fail

to assume the contracts as pursuant to the terms of the executed essential supplier trade terms letter.

6. Supplier reserves its rights to object to any additional and/or amended notice of assumption and assignment received from the Debtors and/or the Purchaser and to any changes to the information contained on the secure website referenced in the Assumption and Assignment Notices.

RELIEF REQUESTED

WHEREFORE, Supplier requests that the Court enter an order allowing the Debtors' request to assume and assign the Assumable Executory Contracts and Additional Assumable Executory Contracts pursuant to the essential supplier trade terms letter and on the condition that the proposed Cure Amount is paid to and received by Supplier, and grant such other and further relief as the Court deems just and proper.

Dated: June 25, 2009
New York, New York

FOLEY & LARDNER LLP

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